

MEMORANDUM OF AGREEMENT  
BETWEEN  
ANNISTON ARMY DEPOT  
AND  
LOCAL 1945, AFGE

SUBJECT: Renewal of Negotiated Agreement Signed On 25 August 1999

1. The parties agree that the Negotiated Agreement between the parties signed on 25 August 1999 shall be hereby renewed for a two (2) year period, effective on the date of the approval by the head of the agency (in accordance with 5 U.S.C. § 7114(6) on the 31<sup>st</sup> day following the execution of this agreement if said agency head' does not approve or disapprove on or before-that date, with the exceptions noted in paragraphs two (2) and three (3) below.
2. Upon expiration of the aforementioned Negotiated Agreement on September 2002, the Anniston Army Depot will no longer negotiate over permissive management, rights set-forth in 5 U.S.C. § 7106 (b)(1). The Unión may request bargain over such rights, but nothing obligates the Depot to agree to bargain; and the agreement to bargain on a given issue or subject does not obligate the Depot to bargain over such rights in any other circumstance or situation.
3. All other provisions of the Negotiated Agreement between the parties signed on 25 August 1999 will remain in effect as set forth in paragraph one (1) above, except as follows:
  - a. The parties agree to negotiate a separate set of arrangements and provisions for the firefighters, given their unique work schedules and requirements. Once an agreement is reached on those issues, that agreement (once approved) will constitute a modification to, and will become a part of, the Negotiated Agreement renewed by this Memorandum of Agreement.
  - b. The parties agree to suspend operation of the Joint Dispute Resolution Committee (JDRC) as referenced in Article 23, Section 7, Step 4, and in Appendix A-6. Step 5 of the grievance procedure (Article 23, Section 7) is changed to read "If the grievance is not satisfactorily settled at Step3, the Union or the Employer may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent." The parties further agree to-negotiate in good faith to modify or replace the JDRC with an alternative dispute resolution procedure that will be designed to resolve a grievance without the need for arbitration.
4. Upon the agreement becoming effective (as set forth in paragraph one above), the Agency shall distribute official notice to all employees advising them that the parties have agreed to renew the Negotiated Agreement (including the change set forth in

paragraph two (2) above) for a two (2) year period on the terms and conditions set forth herein.

Signed this day, 12 April 2004.

MEMORANDUM OF AGREEMENT

BETWEEN

ANNISTON ARMY DEPOT

LOCAL 1945, AFGE

1. The parties agree that the Negotiated Agreement between the parties signed on 23 October 1996, shall be hereby renewed for a three-year period effective on the date of approval by the head of the agency in accordance with 5 U.S.C. §7714(c) or on the 31<sup>st</sup>, day following the execution of this agreement if said agency head does not approve or disapprove on or before that date, with the exception noted in paragraph two (2) below.
2. Article 3, Section 5 of the Negotiated Agreement signed on 23 October 1996 is hereby deleted, and substituted in its place shall be the following:

SECTION 5. An employee may initiate action to revoke his/her authorization of union dues at any time by completing Standard Form 1188. The Standard Form, 1188 will be obtained from either the Union Office of the Civilian Personnel Advisory Center. The servicing payroll office will effect such revocation the first full pay *period* following the anniversary date of an employee's authorization of dues withholding, or at the beginning of the first full pay period after 1 September, if the employee fails to revoke on his/her first anniversary.

All other provisions of the Negotiated Agreement between the parties signed on 23 October 1996 will remain in effect as set forth in paragraph one (1) above.

3. The Agency shall distribute official notice to all employees, advising them that the parties have agreed to renew the negotiated agreement (including the change set forth in paragraph two (2) above) for a three-year period.

Signed this 25<sup>th</sup> day of August, 1999.

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## PREAMBLE

- A. **SCOPE:** The terms and conditions of this Agreement apply to all appropriated find employees of the Anniston Army Depot, except those excluded by law and as otherwise determined by the Federal Labor Relations Authority.
- B. **APPLICABLE LAW:** The terms and conditions of this Agreement are subject to Public Law 95-454. In addition, the parties agree to comply with all Department of Defense, Department of Army, and Anniston Army Depot Regulations that affect matters within the scope of bargaining in effect as of the effective date of this Agreement unless supplemented by or otherwise set forth in this document.
- C. **PARTNERSHIP EFFORTS:** The parties acknowledge their efforts to adhere to the spirit and intent of Executive Order 12871. Therefore, the parties agree that:
- (1) The parties will bargain over 5 U.S.C. Section 71060 (1) rights known as "formerly permissive management rights." In the event a dispute arises over a refusal to bargain over 5 U.S.C. Section 7106(b) (1) rights, the sole avenue of redress will be the unfair labor practice procedures established by the Federal Labor Relations Authority.
  - (2) The parties recognize that the extent and success of cooperation depends on the willingness of the parties' representatives to voluntarily accept the obligations and responsibilities of decision-making. Accordingly, no fixed rules of conduct should be imposed to compel the development of the necessary personal

relationships. Instead, the parties agree to put in place mechanisms to facilitate a productive working relationship.

(3) A Partnership Council will be operated in accordance with the agreement entitled "Partnership Council Between Anniston Army Depot and American Federation of Government Employees, Local 1945" and dated 26 April 1994, and amended by an agreement with the same title dated 24 October 1995, and any subsequent amendments or agreements.

(4) The Union will be entitled to representation with full participation rights on any formal committee that makes recommendations or decisions on matters affecting general terms and conditions of employment. By way of example and not limitation, such committees include the EEO Action Committee, Violence in the Workplace Committee, Incentive Awards Committee, Wage Survey Team, and other similar groups.

(5) The Union will be included in the staffing and coordination process for all regulatory and policy changes that materially affect general terms and conditions of employment affecting the bargaining unit. Where appropriate, the Union will be afforded negotiation and consultation rights as set forth in Public Law 95-454.

(6) The parties will comply with all laws regarding formal discussions and investigatory examinations involving bargaining unit employees.

(7) The parties recognize that labor and management need to internally consult with their members and to freely and openly discuss matters privately or confidentially their own members. Accordingly, nothing in this article requires either party to include the other in meetings of only management officials or of only union officials or members.

D. GENERAL CONSIDERATIONS: The parties acknowledge that the unique missions representative will be located; the name the supervisor, if known, in the area where the duties will be performed; and the approximate period of time the steward, officer, or representative will be absent from the job, If the steward, officer, or representative is unable to return to the job within the approximate period of time for which approval was granted, the immediate supervisor will be notified by telephone of the delay and approval will be obtained to further remain away the job for a specified period of time.

SECTION 6. The supervisor will grant the steward, officer, or representative permission to leave the job for reasons stated above unless there are compelling reasons to remain on the job. In cases where the supervisor is unable to release the steward, officer, or representative at the time requested, information as to the time when the union officer, steward, or representative may leave the job will be furnished.

SECTION 7. Except under emergency circumstances, it is agreed that the elected officers of the Union shall be and shall remain on the day shift during their term of office. The Employer agrees that no steward or officer of the Union shall be involuntarily transferred from one work shift and/or shop to another prior consultation with the Union.

SECTION 8. Stewards or officers shall not use their offices for matters outside the scope of this Agreement.

SECTION 9. Solicitation of membership or dues, and other internal business of the shall be conducted during the non-duty hours of the employees concerned.

SECTION 10. The Union will be provided pertinent official time records at least quarterly, the Union President will meet with designated management representatives to discuss official time usage. Both parties agree that only "reasonable" time is appropriate and that every effort will be made to minimize time away from the job.

SECTION 11. The Employer agrees that the Union may designate employee members as representatives elected or appointed to a Union office as a delegate to any Union activity necessitating a leave of absence and, upon written notification to the Employer by the Union, such an employee shall be granted annual leave or leave without pay whenever possible consistent with workload and manpower requirements and if such leave is in the best interest of the Employer, When the absence of the employee is incident to his/her receiving information, briefing and orientation relating to matters within scope of Public Law 95-454, and of mutual concern to the Employer and the employee in his/her capacity as a Union representative, he/she will be granted administrative (excused) leave to the extent authorized by applicable regulations.

SECTION 12. The Employer agrees that one bargaining unit employee who is elected or selected for a time AFGE position will be granted leave without pay for period not to exceed one year. After that year, extensions may be granted on a year-to-year basis depending on mission impact, At the end of the AFGE tenure, the bargaining unit employee be returned to a position equivalent to the position held at the time of election or selection by AFGE.

SECTION 13. The Employer and the Union agree that. the following facilities and services will be provided:

- a. Office space be provided to the Union for the purpose of conducting representational duties in accordance with Public Law 95454. On-depot and local exchange phone service for representational purposes will be provided. A laptop computer will be provided to the Union President for use in conducting official representational purposes. The Employer will provide suitable space for meetings during duty hours. In addition, suitable private space for consultation with bargaining members will be provided upon request to the appropriate supervisor. Janitorial service and utilities will be provided by the employer, and the Union agrees to exercise reasonable care in utilizing facilities and property entrusted to it.

- b. The Union will be provided appropriate records (e.g., promotion announcements, organizational charts, personnel action reports).
- c. The Union will be provided bulletin board space in areas normally used for communicating with employees.

## ARTICLE 3

### DUES WITHHOLDING

SECTION 1. Union dues shall be deducted by the Employer from an employee's pay each biweekly pay period when the following conditions are met:

- a. The employee has voluntarily authorized such a deduction by executing Standard Form 1 187, Request For Payroll Deductions For Labor Organization Dues.
- b. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- C. Section "A" of the allotment form has been completed and signed by the President or the Financial Secretary-Treasurer of the Union, and the form has been received by the servicing payroll office.

SECTION 2. The Union shall be responsible for ensuring that the allotment form is purchased and made available to eligible members and shall ensure that the employees are fully informed and educated concerning the program for payroll deduction of union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

SECTION 3. Deductions shall begin with the first pay period which commences after receipt of the completed allotment-form by the servicing payroll office.

SECTION 4. The Union will establish the levels of dues deductions and notify the servicing payroll office in writing of the amount of each level. If the amounts of dues are changed by the Union, the Employer will be notified in writing by the Union of the new rates and effective date. The new amount will be withheld effective with the pay period following the pay period during which the notice is received by the servicing payroll office, unless a later date is specified by the Union. Only one such change may be made in any period of twelve consecutive months. The amount of dues Withheld will be transmitted by the Civilian Pay Section by check to Local 1945, American Federation of Government Employees, following each bi-weekly pay period.

SECTION 5. An employee may initiate action to revoke his/her authorization of union dues at any time by completing Standard Form 1188. The Standard Form 1188 will be obtained from either the Union Office or the Civilian Personnel Advisory Center. The servicing payroll office will effect such a revocation the first full pay period following the first anniversary date of an employee's authorization of dues withholding, or at the beginning of the first full pay period after 1 September, if the employee fails to revoke on his/her first anniversary.

SECTION 6. An employee's voluntary allotment for the deduction of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Movement of an employee due to promotion, reassignment, or demotion to a position not included in the unit.
- c. Separation of an employee for any reason.
- d. The employee is suspended or expelled from membership in the Union.

SECTION 7. The Union agrees to notify the Labor Relations Specialist, in writing, when an employee with a current authorization for deduction of union dues is suspended or expelled.

#### ARTICLE 4 CONTRACTING OUT

SECTION 1. When the employer anticipates contracting out work performed by bargaining unit employees, the union will be notified prior to the invitation for bids/request for proposals and at the earliest possible date. The notice will include relevant and pertinent data and information as requested by the union, to include schedules or milestone charts, the invitation for bids or request for proposals, and the performance work statement.

SECTION 2. The decision by the employer to contract out work presently being performed by bargaining unit employees and the procedures used will be made in accordance with OMB Circular A-76 and applicable rules and regulations; however, nothing in this section is grievable under the parties' negotiated grievance procedure.

SECTION 3. If management exercises its right to contract out, the employer will strive to minimize the adverse effects on employees. Such efforts may include retraining, reassignment, restricting recruitment, meeting ceiling limitations through attrition, and terminating limited appointments in accordance with appropriate regulations.

#### ARTICLE 5 HOURS OF WORK

SECTION 1. The work schedule shall be a compressed 5-4-9 schedule in accordance with Anniston Army Depot Regulation 690-24.

SECTION 2. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the work day. In the same manner, a reasonable amount of time

will be allowed for employees for the storage, cleanup, and protection of Government property.

SECTION 3. The Employer shall schedule employees' tours of duty not less than 7 days in advance, except where it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Depot Commander, or his designated representative, may make exceptions-to this requirement when unusual circumstances preclude compliance.

SECTION 4. Whenever possible, two consecutive days off will be provided in each administrative work week. As a minimum, one regular day off, preferable Sunday, will be provided, if possible. The Employer agrees to avoid temporary changes of employees' regular shift hours to the maximum extent possible; will give the maximum possible notice to affected employees before making such changes; and will make a reasonable effort to effect shift changes on the first day of the affected employees' basic tour of duty.

SECTION 5. Where staggered days off are in effect, equally qualified employees on the same shift shall have the right to reasonable exchange of work days, provided the days exchanged do not cause the obligation of overtime; both employees agree to the exchange and can perform the work satisfactorily; and prior approval is obtained from the appropriate supervisor. The request for exchange of days off will be made 24 hours prior to the day requested on the form used for changes of tour of duty.

SECTION 6. No employee shall be required to perform assigned duties prior to the beginning of the employee's assigned tour of duty compensation.

## ARTICLE 6 SHIFT OPERATIONS

SECTION 1. When the Employer determines it is essential to move employees from one continuous fixed shift to another, the selection of the employee to be moved will be based primarily on providing required skills to accomplish the job. When a vacancy occurs on a specific fixed shift, primary consideration will be given to qualified employees on other shifts within the organizational element(s) concerned who desire that particular shift. If movement is required contrary to employee preferences, the senior in the organizational element(s) concerned from the standpoint of Service Computation Date will be given primary consideration if this method will result in a balanced and qualified workforce on all shifts. Where deviation from a volunteer roster or Service Computation Date method is required because of lack of skills, the deviation will be explained to the appropriate Union Steward. The Employer will arrange a mutually acceptable schedule, within operational needs, for the period of time required for employees participating in off-duty educational and cross-training programs as a part of their established career plans. The Employer retains the right to place employees on selected shifts for a reasonable length of time for training and orientation.

SECTION 2. The Employer agrees that, if an employee is selected for a shift change and has a personal or family problem that is causing an undue hardship, upon

written request and supporting documentation, setting forth the reasons why special consideration is warranted, if approved, the employee will be assigned to a different shift for a reasonable amount of time for the purpose of resolving the problem before being returned to the regular assigned shift. An employee's transportation to and from work will not be considered a valid reason for assignment to any shift,

SECTION 3. Minor deviations from the basic shifts for purpose of staggering traffic are not considered different shifts.

SECTION 4. Where three eight-hour shifts are in operation and an overlapping of shift to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked. Where the on-the-job lunch period is in effect, employees must spend the time in close proximity of their work stations in order to respond as the situation may require.

## ARTICLE 7 OVERTIME HOLIDAY WORK

SECTION 1. First consideration for overtime and holiday work will be given to employees currently assigned to the job. Second consideration will be given to other employees who have the required skills to do the job, Overtime and holiday work will not be assigned as a reward or penalty, but solely in accordance with actual needs. The contents of Appendix A-I are incorporated by reference.

SECTION 2. Necessary pertinent information concerning overtime and holiday hours worked will be made available, when requested, to employees and/or the Union to aid in resolving specific complaints concerning overtime distribution. If a dispute arises, the first line supervisor and the shop steward will discuss the problem and make every effort to resolve the issue.

SECTION 3. The Employer will notify those employees who are needed for overtime or holiday work assignments as far in advance as possible and prior to the end of their shift on the preceding day if possible.

SECTION 4. If an employee is not more than 30 minutes late in reporting for an overtime or holiday work assignment, he/she normally will not be denied the remainder of the shift, provided a need for his/her services still exists. It is further agreed and understood that if an employee who has been assigned overtime or holiday work cannot report for the assignment due to illness or emergency, such employee shall notify the appropriate available supervisor. However, the Employer agrees to give consideration to an employee who, because of special unique circumstances, is unable to meet these requirements. In this connection, all employees shall be informed as to the proper procedure to use for notification of absence.

SECTION 5. The Employer will, upon request, relieve an employee from an overtime or holiday assignment if his/her reason is valid and there is another employee with the required skills available for the assignment. Normally, such employee shall not be offered overtime or holiday work again until his/her name is again reached on the overtime or holiday work list.

SECTION 6. Any employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work shall receive at least two hours overtime or holiday pay, including any shift differential and/or additional pay to which he/she is entitled, in accordance with applicable pay regulations. When his/her services are no longer required, the employee will be promptly excused.

SECTION 7. Employees who are required to work overtime or holiday work in excess of four hours in their work shift, or overtime or holiday work in excess of four hours which was not anticipated to exceed four hours, shall be given a lunch period in accordance with applicable statutes and regulations. When food is not available at the job site, the Employer shall furnish government transportation, if available, to obtain food, at the expense of the employee, from the nearest available source. If an employee works 2 or more hours beyond their regular shift, the employee is entitled to a break not to exceed 15 minutes. The duration and timing of the break will be determined by the supervisor, who shall consult with the appropriate Union representative.

SECTION 8. When employees are given prior notification to report for overtime or holiday work at the regularly scheduled starting time on a non-scheduled work day, and after reporting the Employer determines the employees' services cannot be utilized for the entire eight-hour shift, the Employer agrees to consider the assignment of such employees to other authorized overtime or holiday work in accordance with their job classification and qualifications.

SECTION 9. An employee who has been on leave the entire week or who is on leave on the last day of the work week, will not normally be considered for overtime or holiday work on the succeeding weekend. The use of approved leave shall not otherwise be a consideration in the assignment of overtime for any employee unless his/her absence created the need for the overtime or the employee repeatedly used unscheduled annual leave in a period during which overtime is regularly worked,

SECTION 10. Holiday assignments may be changed by mutual consent of all parties involved. Special attention shall be given to equitable rotation of primary holidays, such as Thanksgiving Day, Christmas Day, and New Year's Day.

## ARTICLE 8

### LEAVE

SECTION 1. Employees will earn leave in accordance with applicable laws and regulations, and leave will be granted in accordance with applicable laws and regulations, and as set forth in this Article. Employees will comply with all applicable leave requesting procedures, including the guidance for requesting leave in accordance with the Family and Medical Leave Act (Appendix A-2). Leave will be administered in 15 minute increments IAW regulations.

SECTION 2. Sick Leave.

- a. Employees shall earn sick leave in accordance with applicable statutes and regulations. The Union recognizes the importance of sick leave and the obligation of the employees, as well as the advantages to them, to utilize it only when incapacitated for the performance of duty by sickness or injury, or for other reasons, (e.g., Family Friendly Sick Leave) as provided by leave regulations. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave and to support the depots sick leave program.
- b. Sick leave, if accrued, shall be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by leave regulations. Employees not reporting for work for reasons as stated above shall furnish notice to the Employer by telephone or other means as soon as possible but normally not later than three hours after the beginning of their scheduled work shift. Employees who occupy positions such as providing security, fire protection, utilities services, safety services, or medical services may be required to the office of their supervisor or his/her designated representative of their need for emergency sick leave at least one hour prior to shift changes. However, the Employer agrees to give consideration to an employee who because of special or unique circumstances, is unable to meet these requirements.
- c. Employees shall normally be required to furnish a medical certificate to support an application for sick leave in excess of three workdays. In certain cases, the supervisor may accept a signed statement by the employee stating the nature of the incapacity, in lieu of a medical certificate.
- d. Employees normally shall not be required to furnish a medical certificate to support an application for sick leave of three workdays or less. In individual cases, not documented by acceptable medical evidence, a certificate may be required for any amount of sick leave where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee will first be advised in that because of a questionable sick leave record, a medical certificate may be required for each subsequent absence of sick leave. If this does not bring about improvement in the sick leave record within a reasonable period of time, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate.
- e. The immediate supervisor or designee may determine at any time that the requirement to furnish a medical certificate for each<sup>0</sup>absence is no longer necessary, and will so notify the employee. The requirement to furnish such a certificate will be reviewed by the immediate supervisor or designee, as a minimum, at the time of the annual performance rating. A determination to continue the restriction will require the approval of the next level of supervision.
- f. The Employer agrees that when an employee is sent home sick from the Depot, a medical certificate to substantiate sick leave for that day will be provided to the employee by the Depot Medical Officer or designee. In cases where an employee is required to submit a medical certificate for each absence which is claimed as due to illness, such certificate will be furnished for periods of absence subsequent to the day the employee is sent home from the Depot.

- g. Sick leave, if accrued, shall also be granted for medical, dental, or optical examination or treatment or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested as far in advance as possible and the amount requested shall be limited to that amount which is reasonable for the specified request.
- h. Unearned sick leave will be advanced to eligible employees in cases of serious illness or disability upon their request not exceeding 30 days duration in accordance with applicable regulations, provided they furnish reasonable evidence of returning to work on a permanent basis.
- i. Employees retiring for reasons of disability may be entitled to use accrued sick leave prior to separation, and the employee's performance will be considered to be at an acceptable level of competence during this time»

### SECTION 3. Leave.

- a. Employee's shall earn annual leave in accordance with applicable laws and regulations. Approval of an employee's request for annual leave shall normally be granted by the immediate supervisor and shall be subject to workload requirements and the employee giving the supervisor reasonable advance notice. When workload requirements permit, annual leave will be granted freely for personal reasons. Annual leave will be granted for bona fide emergency purposes subject to time requirements in Section 2b above.
- b. When the Employer finds it necessary to cancel previously approved annual leave or to deny a request for annual leave, the reasons for such action will be furnished to the affected employee upon request. Disapproval of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. Special consideration shall be given to employees that furnish sufficient proof that deposits for accommodations may be lost as a result of the cancellation of the leave, and that deposits were obligated prior to the notice of the cancellation of the leave.
- c. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes will be discussed with the new supervisor, and approved if possible. The employee is responsible for initiating this discussion and the discussion should take place as soon as possible after transfer.
- d. During the month of July, the supervisor will review annual leave balances and advise employees with excessive unscheduled annual leave balances to schedule excess leave in order to avoid forfeiture or arbitrary scheduling of such leave. The Employer will make every reasonable effort to grant leave that may be forfeited.
- e. Upon written request by the employee and reasonable justification to the Employer, annual leave which will be earned during the balance of the leave year may be advanced to the employee's leave account. Amount advanced may never exceed that which would be accrued prior to an anticipated retirement or separation,

- f. All supervisors shall make reasonable efforts to ensure that all employees are given opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared.
- g. Any employee applying for leave on a workday which occurs on a recognized religious holiday associated with the religious faith of the employee will be granted such leave, provided work requirements permit.
- h. An employee may be granted necessary annual leave, if available, or leave without pay to attend the funeral in case of a death in the immediate family. In cases where the individual is needed to settle the estate, or perform other necessary activities in connection the death, the granting of additional annual leave or leave without pay will be considered on an individual basis. For purposes of this section, the immediate family is defined as parents of employee, parents of husband or wife, spouse, brothers or sisters, and children. It is management's position that for compassionate reasons, employees should be allowed to attend the funeral for a member of their immediate family.
- i. Both parties recognize the need to prepare vacation schedules as early in the leave year as possible so that individual leave accounts may be reduced in a fair and equitable manner throughout the leave year: Employees' requests for vacation leave may be granted unless precluded by manpower and workload requirements.
- j. Employees earning 13 days annual leave per year normally will not be required to schedule more than 8 days at the beginning of the calendar year. Employees earning 20 days annual leave per year normally will not be required to schedule more than 14 days at the beginning of the leave year. Employees earning 26 days annual leave per year normally will not be required to schedule more than 15 days at the beginning of the leave year.
- k. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, work will be provided for employees who have Less than 12 months continuous service who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose. Employees with more than 12 months and less than three years continuous service who do not have sufficient annual leave due to having used annual leave for documented circumstances beyond their control shall be provided with the opportunity to work the number of hours so used and necessary to avoid being placed in leave without pay status. Requests for such work opportunity shall be submitted to management for approval normally no later than 15 workdays prior to the shutdown. Employees under restrictions for leave abuse shall have their entire leave record considered in determining approval of a work opportunity request. Career and career-conditional employees without sufficient accrued leave and for whom work cannot be provided will be granted advance annual leave to the extent permitted by applicable regulations.

#### SECTION 4. Leaves of Absence.

- a. Subject to mission and workload requirements, employees may be granted leaves of absence pay in accordance with applicable laws and regulations when the absence will serve the best interest of the government. Granting or denying leave without pay will be at the discretion of the supervisor, or the appropriate management official, depending upon the length of the leave without pay requested.
- b. The Employer recognizes the obligation to provide employment the grade the employee held at the time of his/her request for leave or at any changed grade through reduction in force action or reclassification of the position and in the current pay status of such grade at the time the employee returns to work,

## ARTICLE 9 DETAILS AND VOLUNTARY REASSIGNMENTS

### SECTION 1. Definitions.

- a. The term "detail" as used in this Article is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time where there is no formal position change; officially the employee continues to hold the position from which detailed and keeps the same status and pay. Excluded from this definition are employees who continue to carry out the duties of the position to which permanently assigned and who also perform some of the duties of another position for a limited time (e.g., while the other position is vacant or the incumbent is on leave).
- b. The term "voluntary reassignment" as used in this Article is defined as a change in position resulting from an employee request for or with the employee's consent to such change.

SECTION 2. The Employer may detail employees for any legitimate management purpose. Examples of such purposes include use of details to handle unexpected workload, to fill in during another employee's absence, or pending position classification or security clearance determination.

SECTION 3. Supervisors at all levels are responsible for controlling the use and duration of details to assure that employees are utilized for maximum mission accomplishment, that details are of minimum duration, and that they do not compromise the competitive principles of the merit system or the rights of employees. Supervisors and employees will observe the following procedures with regard to details:

- a. No documentation is required to detail an employee to another job in the same grade and series no change in major duties. These details (without a SF-52 action) will be handled, for Labor & Production purposes, as a borrow/loan action. If the detail exceeds 30 calendar days, both the assigned and the detailed work-center supervisors can agree to place the T&A responsibility with the detailed work center. To accomplish this, the assigned/losing supervisor must complete SIOAN Form 37-11 to move the employee's time and attendance in the Automated Time and

Attendance Production System (ATAAPS). Instructions are printed on the reverse of the form.

- b. Supervisors are still required to submit SF-52s to document details in excess of 30 calendar days to positions with a different grade and/or series or change in major duties at the same grade and series.
- c. Employees may submit a SF-172 to update their Official Personnel File (OPF) to reflect any experience gained as a result of any detail or loan/borrow situation.
- d. Any employee detailed with a SF-52 action to a position in excess of 30 calendar days shall be given a job description if detailed to a classified position or, if detailed to an unclassified position, a written statement of duties.
- e. Details shall be rotated in a fair and impartial manner among available employees in the work unit based on the following factors: (1) workload requirements, (2) qualifications and skills of employees in light of the required work to be performed, and (3) volunteers for the detail. In accordance with these considerations, the Employer will rotate details so that each available employee in the work unit will be detailed once before other employees in that particular unit are detailed regardless of the length of the detail. When a SF-50 is required for a detail, the Employer will notify the employee selected for the detail as far in advance as possible, preferably 24 hours. In all cases, however, the Employer will notify the employee selected for the detail as far in advance as possible and prior to the end of the shift on the preceding day if possible.
- f. The Employer agrees to furnish the Union a list of employees who are on detail documented by a SF-50 action on a monthly basis.
- g. On all details, the losing supervisor remains responsible for maintenance of the Employee Record Card and the performance ratings. The gaining supervisor is responsible for all other supervisory functions pertaining to the detailed employee, including preparation of SF-52's where applicable.

SECTION 4. The Employer agrees that it shall not detail to a higher graded position rather than temporarily promote solely for the purpose of avoiding paying a higher rate of pay. While it is primarily the responsibility of supervision to ensure that details are properly documented and monitored and comply with our Negotiated Agreement, employees must take personal responsibility to minimize contract violations and the adverse effects of such. Accordingly, the provisions have been agreed to by management and union and will apply in cases involving these allegations.

- a. An employee (or his/her official) must notify management thirty (30) calendar days when he/she knows, or reasonably should have known, that he/she is performing higher graded duties proper documentation.
- b. If an employee (or his/her union official) complies with the above requirement, the provisions of the parties' Negotiated Agreement and applicable law will apply to any claim for backpay. If backpay is appropriate under the Negotiated Agreement and

applicable law, such backpay will be limited to that amount of entitlement that legally accrues from the date the employee complies with Section 4a above.

- c. If an employee (or his/her union official) fails to comply with Section 4a above, the employee shall be deemed to have consented to a detail to the higher grade position and no claim for backpay may be made.

SECTION 5. Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration of their requests within the of the merit system principles.

## ARTICLE 10

### EMPLOYEE RECORD CARD

SECTION 1. Employee Record Card is provided for use by supervisors for recording personnel actions, training, and qualifications, and for noting commendations and reprimands, and other matters pertinent to the personnel management responsibilities, such as discussions with employees on performance or attendance, written notice for medical certificate for any amount of sick leave, etc. Derogatory data (including but not limited to counseling, letters of warning, letters of leave instruction) that is non-permanent in nature will be annotated by use of an attachment to the Employee Record Card.

SECTION 2. The employee concerned will be informed prior to placement of derogatory data on the card. The supervisor and employee will initial any annotation of derogatory information. The employee will either initial or indicate disagreement on the attachment.

SECTION 3. The employee will be permitted to review his/her Employee Record Card at reasonable times upon request to the supervisor.

SECTION 4. The immediate supervisor and employee will review the Employee Record Card at the time of the annual performance evaluation to update or correct the Employee Record Card and remove attachments if appropriate. If the supervisor determines that the condition which caused the attachment has been corrected, the supervisor will remove the attachment and provide it to the employee? If it has not, the attachment will remain.

## ARTICLE 11

### SAFETY AND HEALTH

SECTION 1. The Employer shall make reasonable efforts to furnish employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to employees or serious damage to equipment. The Employer shall make reasonable efforts to comply with Occupational Safety and Health Act (OSHA) standards promulgated under the Act, as amended. The Union agrees that employees shall comply with OSHA standards, as amended, which are applicable to the employees own actions and conduct.

SECTION 2. The Employer agrees, as a minimum, to furnish ambulance service, medical first aid supplies, and personnel adequately trained in first aid for all shifts.

SECTION 3. Subject to appropriate directives/regulations, the Employer will furnish all personal protective clothing and equipment, special tools, etc., which are required to be used.

SECTION 4. No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective safety equipment, and safety devices. No employee shall be required to work in areas where conditions exist which have been determined by proper authority, such as the Safety Director, to be detrimental to health unless such conditions are an inherent part of the work to be performed and safety precautions have been prescribed and protective measures are being observed. The Employer will take all reasonable precautions to assure that such conditions are removed, remedied, or kept to an absolute minimum. Employees engaged in work which is designated hazardous by the appropriate authority shall not be permitted to work alone. Shall an employee claim that a job to which he/she has been assigned is not safe or may endanger his/her health, the immediate supervisor and the AFGE Local President or his/her designee shall review the job environment to ensure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of the job remains, the Safety Office will be contacted. The safety Office will make a decision regarding the safety of the job environment and inform the AFGE Local and the employee in writing. The Safety Office will render a decision timely, and at minimum it shall issue an interim decision within one working day.

SECTION 5. Employees who are injured in performance of duty or who contract an occupational disease related to their employment will be advised of benefits available to them under the Federal Employee's Compensation Act of 7 September 1916, as amended, The Compensation Office will assist and advise employees in execution of necessary forms in support of their claims.

SECTION 6. Sufficient eating areas shall be provided by the Employer normally as close to the work site as reasonably possible. Equipment for cleaning these areas will be made available by the Employer and employees will be required to keep these areas clean. No employee shall be allowed to consume food or beverages in a toilet room nor in any area exposed to a toxic material.

SECTION 7. Toilet rooms shall be provided by the Employer and normally will be reasonable distance of the work site if possible. Toilet rooms shall meet standards of cleanliness and sanitation established by the Depot Medical Officer or designee.

SECTION 8. The Employer agrees to provide a refrigerator in each work area where a significant number of employees bring their lunches, when authorized by an appropriate DA Table of Allowance, approved by reviewing authority, and when funds are available. Refrigerators will not be used for commercial purposes, The Union agrees that employees using refrigerators will be responsible for cleaning and defrosting them. Violation of either of these may be basis for removing refrigerators.

SECTION 9. Whenever employees are exposed to, or the possibility of being exposed to toxic materials exists (i.e., toxic chemical agents, radiation workers), the Employer provide showers and change rooms equipped with lockers of adequate size to store street clothes and protective clothing separately. The Employer agrees to make reasonable efforts to provide showers for employees as required by OSHA regulations.

SECTION 10. The Employer agrees to assist in arranging transportation home for employees who become ill after reporting for work and have been dismissed by the Medical Officer or designee.

SECTION 11. When a Federal or Agency Safety Inspector(s) makes a scheduled visit to the installation, the depot OSHA official shall advise the Union of the visit and the approved number of Union members that may accompany them on the tour.

SECTION 12. The Union and Depot Management will work closely in regards to OSHA compliance. The Union agrees to make an effort to resolve safety and health problem(s) which are brought to its attention at the lowest management level. If this effort is not productive, the Union agrees to meet with the designated Depot OSHA official to resolve safety and health problems prior to elevating the problem(s) to higher command, the Occupational Safety and Health Administration, and/or Congressional/Senatorial channels, etc.

SECTION 13. The Employer agrees to follow applicable regulatory guidance concerning medical examinations to determine an employee's fitness for duty.

SECTION 14. The Employer agrees to encourage the physical wellbeing of its employees by publicizing the benefits of good health habits. The Employer will publicize the facilities available for improving health and physical wellbeing of depot employees.

SECTION 15. The Employer agrees that all employees in the bargaining unit will be given fair and equitable treatment with regard to job assignments for menial or dirty tasks, The Employer further agrees in no instance shall dirty work or jobs generally regarded as undesirable be assigned as a penalty or reprisal, nor shall prestigious jobs be assigned on the basis of favoritism.

## ARTICLE 12

### TRAVEL

SECTION 1. The Employer agrees not to schedule travel in other than normal duty hours unless such travel is dictated by mission requirements and good management practices. If a supervisor schedules an employee to travel in other than normal duty hours under circumstances which make it noncompensable, he/she shall upon the employee's request furnish the employee the reasons for necessity of such a schedule.

SECTION 2. The parties agree to adhere to the Joint Travel Regulation (JTR).

## ARTICLE 13

### CIVIC RESPONSIBILITY

SECTION 1. It is the civic responsibility of all employees to respond to calls for jury and other court services. Employees summoned for jury duty, or to appear as a witness in court proceedings, will be granted court leave, annual leave, or leave without pay as dictated by appropriate regulations. When an employee is called for court services the employee shall promptly notify the Employer so that arrangements may be made for his/her absence. Upon completion of the service the employee shall present to the Employer satisfactory evidence of the time served on such duty. Any fees other than expenses received from the court shall be delivered to the Employer in accordance with appropriate regulations.

SECTION 2. Eligible employees will be granted time off at no charge to leave to the extent authorized by appropriate regulations for participation in military funerals, civil defense activities, draft registration, and time spent for undergoing a physical examination to determine eligibility for enlistment or induction in the Armed Forces or enlistment in the National Guard or Military Reserves. Eligible employees may be granted a maximum of 40 hours excused leave in the leave year to participate in authorized emergency searches, rescue, or protective work. Additional time shall be granted in instances of catastrophic disasters, such as tornadoes, hurricanes, earthquakes, volcano eruptions, etc., if work schedules permit, Satisfactory evidence of requirement must be submitted by the employee.

SECTION 3. In regard to excused absence for voting, as a general rule, employees will be excused three hours prior to the close of the polls at the employee's voting place. Where, because of special circumstances, the general rule stated above does not permit sufficient time for voting, the employee may be excused for the additional time necessary, but not more than one workday.

SECTION 4. For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one day, round trip travel distance of the employee's place of residence.

SECTION 5.

- a. An employee who volunteers as a blood donor, without compensation, to the American Red Cross 011 authorized visits to the Anniston Army Depot by the bloodmobile may be granted excused leave for the actual duty time required to travel from the worksite to the donation site, to donate blood, and for recuperation which will begin immediately following blood donation. The maximum excused time will not exceed 4 hours. Annual leave may be granted by the supervisor to complete the period of absence if the total excused absence the employee is eligible for would require his/her return to duty prior to the end of the tour.
- b. The Employer agrees to make a bonafide attempt to arrange a schedule with the American Red Cross whereby the bloodmobile will visit the Anniston Army Depot each quarter to collect blood donations by first shift personnel and second shift personnel (for second shift collection see Appendix A-3). Further, the Employer will try to arrange for all such visits to be on Fridays.

- c. On each visit to the depot by the bloodmobile, donations will be taken on a depot-wide basis. The number of employees who volunteer as blood donors may not exceed, on any given visit, 50% of a work unit's active personnel strength. No employee shall be granted excused leave to participate as a blood donor (whole blood) any more than 4 times during a 12-month period.
- d. No excused leave will be granted to an employee for donation and recuperation time that falls outside his/her assigned tour of duty.
- e. The Employer will establish the means of administering the blood donor program. This will include such things as scheduling donors, maintaining records, establishing procedures to blood donations, etc.
- f. In an emergency situation, employees may be granted excused leave to make emergency blood donations at a hospital or other blood banks, on an individual case basis, after verification by the Depot Blood Donor Program Coordinator that an actual emergency exists.
- g. To be eligible to donate blood under these provisions, an employee must be at work in a duty status.
- h. Other than as provided elsewhere under this Article, excused leave will not be provided employees who donate blood under any other circumstances.
- i. The Union will assist the Employer if needed in the attempt to arrange for the American Red Cross to visit the depot on the required number of Friday visits.
- j. Provided there is a request by the Depot Blood Donor Program Coordinator and it is approved in advance, employees shall be granted administrative leave not to exceed eight (8) continuous hours in a workday for the purpose of making Apheresis donations and recuperating from Apheresis. Employees are not permitted to accept payment for these services while on administrative leave.

## ARTICLE 14

### EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer and the Union agree to support and promote the Employee Assistance Program (EAP) for individuals who have problems associated with alcohol, drug, marital, family, legal, financial, stress, attendance, and other personal concerns which may adversely affect job performance. The Employer and the Union recognize that the programs are designed to deal with problems at an early stage where the situation is more likely to be correctable.

SECTION 2. The Employer and the Union agree to adhere to the confidentiality requirements as prescribed by law and regulation. The Employer and the Union agree that employees receiving assistance through the BAP should not be subject to harassment, ridicule, or unfair treatment by the employer and co-employees because of their seeking help for their problem. To this end, the Employer and the Union agree to encourage understanding of the program among non-participants.

SECTION 3. Employees will be permitted to attend appropriate counseling without charge to leave at the Community Counseling Center with advance approval from the employee's supervisor. Attendance at out-patient or in-patient treatment will be in accordance with appropriate regulations and procedures.

#### SECTION 4. Employee Responsibility.

When an employee's problem with the efficient and proper performance of his/her duties, reduces his/her dependability, or reflects discredit upon the Employer, supervisors should either advise or encourage troubled employees to seek help through the EAP before considering disciplinary or other corrective action. Nothing in this Article, however, prevents management from taking appropriate administrative action for misconduct or performance deficiencies.

### ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. It is the firm, positive, and continuing policy of the Employer and the Union that all persons are assured equal opportunity in employment matters. Discrimination on the basis of religion, sex, age, national origin, or physical or mental handicap is prohibited. The Union recognizes its responsibility for making constructive contributions to the national goal of equality of opportunity as expressed in Executive Order 11478, the Civil Rights Act of 1964, as amended, and the Civil Service Reform Act of 1978 (PL. 95-454).

### ARTICLE 16 PERFORMANCE EVALUATION

SECTION 1. Bargaining unit employees will be rated in accordance with the Anniston Army Depot Performance Evaluation System, consistent with Army Regulation 690-400, Chapter 4302.

SECTION 2. In applying this regulation, the following policies will be taken into consideration:

- a. The purpose of this article is to provide a system for evaluating employees' performance based on objective criteria related to the employee position while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively.
- b. The Performance Evaluation System and the parts that make up the system as applied to the bargaining unit employees will permit the accurate evaluation of job performance on the basis of objective criteria and will be fair, reasonable, equitable, and job-related.
- c. The results of performance will be used as a basis for other personnel management actions including training, promotions, rewards, reassignments, reductions-in-grade, retaining and removing employees.

- d. To promote teamwork, the simplified Performance Evaluation System will be employed. The purpose of the Performance Evaluation System agreed to in the is to provide a framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee's job description in achieving overall mission success. Accomplishment of objectives is intended to be achieved within a teamwork environment. The main emphasis of this System is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices where mission objectives are emphasized by progressive personnel management:
- e. When rating employees or otherwise applying performance objectives, the employer shall consider factors which affect performance that are beyond the control of the employee. An employee will be held accountable only for those job elements and performance standards for which the employee is officially responsible.
- f. Informal discussions are a standard part of supervision and should occur throughout the assessment period. Discussions may be initiated by the supervisor or the employee. Discussions may be held one-on-one or between a supervisor and a work group. Discussions should be a candid, forthright dialogue between the supervisor and the employee(s) aimed at improving the work process or Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance.

SECTION 3. In addition to the procedures set forth in Army Regulation 690-400, Chapter 4302, the following procedures will apply:

- a. Rating periods for bargaining unit Base System employees will be established in accordance with Appendix A-4.
- b. Every bargaining unit employee will receive orientation(s) regarding his or her job functions and responsibilities.
  - (1) The orientation briefing will be provided by the employee's supervisor and will be an oral discussion to explain, clarify, and communicate the employees job responsibilities so there is a clear and common understanding of the duties and responsibilities contained in the employee's position description.
  - (2) At a minimum, each employee will receive an orientation briefing annually, at the beginning of the assessment period or upon entering on duty. The supervisor will assure that the employee has an up-to-date position description and initiate dialogue with the employee to discuss the employee's duties and responsibilities in relation to the Depot's mission.
  - (3) Subsequent orientation sessions should be held when there is a change in the work situation such as:
    - <sup>0</sup> a change in the supervisor of record when detailed a change in the component's goals or objectives

° a change in assignments

° a change in work process of product of the component

° a change in the composition of the work team

° when an employee returns from an extended absence of 90 days or more

- c. In applying the "Values" portion of the Performance Evaluation System, the parties understand and agree that employees are to be evaluated only on job-related criteria and that the focus should be on the commitment to work-related values. Values do not replace performance nor are they formal elements of performance. Raters must avoid misusing this provision. Examples of misuse are questioning the loyalty of a ratee who filed a complaint, criticizing the dedication of a ratee who could not work overtime for personal reasons, or documenting behavioral problems that could be corrected through procedures for misconduct. The intent of this section is to allow the rater to document positive aspects of the ratee's contributions that do not necessarily result in work output.

SECTION 4. Either party may suggest improvements, modifications, or substitutions to the existing Performance Evaluation System, and the parties will seriously consider alternative means of accurately evaluating employee performance. No change shall be effective, however, until both parties agree, in writing, to modify this Article.

## ARTICLE 17

### REDUCTION IN FORCE

SECTION 1. The employer agrees to the Union in advance of reduction-in-force actions, and the Union may designate a representative to participate as a member of the Depot RIF Team. The oversight duties of the Depot RIF Team will include establishment of realignment groundrules, evaluating transfer of function, review of competitive levels, monitoring impact statement completion, and designing workforce marketing strategies.

SECTION 2. It is agreed that the Employer will provide information and assistance for outside employment for employees who are separated by reduction-in-force. An employee whose separation or assignment to grade position is proposed has a right to review all of the records pertaining to the action, and to see a copy of the Army and Office of Personnel Management regulations pertaining to reduction-in-force. This includes the retention register for the competitive level concerned and those for other positions for which the employee feels qualified, down to and including those in the same or equivalent grade of the position, if any, which constitutes the best offer; or, if separation is proposed, all positions equal to and below the grade of the employee's current position.

SECTION 3. The name of any career or career-conditional employee who is separated by reduction-in-force actions shall be placed on the Reemployment Priority List, the

employee desires otherwise. Any employee who notified the Employer at the time of separation that temporary employment will be accepted will be considered for the same position on a temporary basis. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect status on the list for eligibility for reemployment in a permanent position, as long as the position is in the same commuting area.

## ARTICLE 18 DISCIPLINARY ACTIONS

SECTION 1. Employer and the Union agree that primary emphasis be placed on preventing situations requiring disciplinary action through effective employee-management relations.

SECTION 2. Employees will not be disciplined except for such cause as will promote the efficiency of the service. Prior to making a determination as to whether or not a disciplinary action, adverse action, or letter of reprimand is indicated or warranted, the supervisor or designee shall undertake preliminary investigation and discussions with the employees concerned. An employee in the bargaining unit is entitled to Union representation, if desired, at all subsequent investigations or discussions at which the employee is in attendance, concerning possible actions against the employee or at all conferences or discussions with the employee concerning contemplated adverse actions, disciplinary actions, or letters of reprimand.

SECTION 3. Disciplinary actions will be initiated only after an investigation has been completed and the facts revealed by this investigation indicate disciplinary action is necessary for correcting the employee and in maintaining discipline and morale. Disciplinary actions will be initiated in a timely manner after the offense is committed or becomes known to the Agency.

SECTION 4. The Employer agrees that discipline will be administered in a fair and impartial manner, and that no employee will be discharged or otherwise disciplined except as provided by laws and regulations.

SECTION 5. The parties agree to utilize Alternate to Traditional Discipline (MD) in accordance with Appendix AS. In each case management agrees to notify the Union of the ATD meeting and to allow the Union to review the material relied upon prior to the meeting.

SECTION 6. When an employee is officially notified of proposed disciplinary action, he/she will be informed of the right to reply orally and/or in writing, and of the right to be represented by the Union. The employee will be advised specifically as to the details of the offense for which charged, so as to permit understanding of the charge.

SECTION 7. It is agreed that normally Temporary and Probationary employees will not be issued formal disciplinary action, since the nature of their employment status provides that they may be terminated for unsatisfactory performance or conduct.

Disciplinary actions short of removal or discharge may be appropriate depending on the severity of the offense and the surrounding circumstances.

SECTION 8. The Parties agree that alcohol and drug abuse have a detrimental effect on the mission, and the parties agree that distribution or use of drugs on the installation warrants the severest penalty. Employees who commit misconduct or whose performance is caused by alcohol addiction will be referred to the ADAPCP, and disciplinary action will be based solely on the poor performance or misconduct. An employee's agreement to enroll in ADAPCP and to continue with the prescribed treatment program will be considered by the deciding official in imposing the appropriate penalty. Employees who are suspected of being under the influence of alcohol or drugs will be directed to submit to an appropriate test.

#### ARTICLE 19 POSITION CLASSIFICATION AND JOB EVALUATION

SECTION 1. Any employee who believes that his/her position is improperly classified (title, series, grade, or pay category) will present the complaint orally to the supervisor for information as to the basis for the evaluation of the position. The supervisor will explain the basis for the evaluation of the job with assistance from Position Management and Classification. If the employee is satisfied, no further action will be taken.

SECTION 2. If the employee is not satisfied, the employee may initiate a position classification complaint/appeal for review of the title, series, grade, or pay category. The supervisor advises the employee of position classification complaint and appeal channels that are available as prescribed by position classification appeal regulations and procedures. The employee has a right to choose a representative of his/her own choosing, other than a member of the Civilian Personnel Division staff, in preparing and presenting position classification complaints and appeals. Employees retain the right to appeal position classifications without fear of restraint, prejudice, or reprisal.

SECTION 3. It is agreed that employees will be informed by their supervisors of any final determination to downgrade or upgrade positions as a result of classification action. The Employer will advise the Union of any changes to lower grade or reclassification of job levels prior to effective date of such changes. When any change in job description, requirements, or grade level will result in a personnel action effecting the downgrading of an employee in the bargaining unit, such personnel action will not be effected without 30 calendar days written notice to the employee stating in full the reason for the action.

SECTION 4. The Employer agrees to send to the Union draft classification standards which are referred by higher headquarters to the Employer for comment. The Union may provide comments if it desires to do so.

SECTION 5. Union will be informed when new or revised standards are to be applied to classes of positions within the unit.

SECTION 6. Each employee shall be furnished a current accurate copy of his/her job description. The Employer will continue to conduct scheduled maintenance reviews of position structures and evaluations. The employee may, at reasonable times, discuss with his/her supervisor his/her job description or job requirements.

## ARTICLE 20 WAGE SURVEYS

SECTION 1. The Union shall be advised by the Chairman of the Local Wage Survey Committee of tentative and officially established dates for full scale and wage change surveys based upon information received from Department of Defense Civilian Personnel Management Services, Wage Setting Authority.

SECTION 2. When notified by the Department of Defense Civilian Personnel Management Services, Wage Setting Authority, the Union will designate a Federal employee of an activity on active duty status in the wage area who meets the requirements of 5 CFR 532.2290) (I) to serve as the Labor Member of the Local Wage Survey Committee. The employing activity appoint the designated representative to serve as the Labor Member of the Local Wage Survey Committee in accordance with Federal Wage Survey regulations. One-half of the data collectors are local Federal employees recommended by Labor Committee Member. The Labor Member provides the names and employing activities of the local Federal employees recommended as regular and alternate labor data collectors. The employing activity will appoint these employees to serve as labor data collectors and alternates if they meet requirements stated in 5 CFR 532.233(e).

SECTION 3. The Union may designate two representatives and an alternate, two of whom may appear before the Local Wage Survey Committee to present recommendations, requests, and information concerning the area establishments, and jobs to be covered in the wage survey. A labor representative will be granted administrative leave to testify. This does not preclude the right of individual employees to appear before this committee. Administrative leave is not authorized for employees who testify as individuals.

SECTION 4. It is understood that employees in the bargaining unit who serve on the Local Wage Survey Committee or as data collectors shall be considered as on an official assignment rather than on leave.

SECTION 5. The Union will be apprised of the results of locality wage survey in accordance with applicable regulations.

## ARTICLE 21 TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1, The Employer will maintain a program of training and development in accordance with the Government Employees Training Act and applicable regulations. Administration of the training and development program is a right and

duty of management. Union and management will work together to develop necessary training programs to accomplish assigned missions,

SECTION 2. The Employer and the Union mutually agree that each employee is basically responsible for his or her own development. The Employer agrees that management will exert reasonable effort to provide assistance to each employee when the need for training is related to officially assigned duties or to duties which are formally planned to be assigned. (Training which is directly related and is required for job performance will be on Employer's time and at Employer's expense.) The Union, in turn, agrees to exert reasonable effort to encourage employees to accept training opportunities and to take full advantage of them.

## ARTICLE 22

### ENVIRONMENTAL DIFFERENTIAL PAY FOR WAGE GRADE EMPLOYEES

SECTION 1. Environmental differential will be paid for exposure to various degrees of hazards, physical hardships, and working conditions of an unusually severe nature as provided for in applicable agency regulations and 5 CFR 532.511.

SECTION 2. When the Union determines that a local work situation warrants coverage under payable categories of Appendix A to Subpart E of 5 CFR Part 532, it will notify the Employer (Civilian Personnel Office) of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusually severe nature. Within 15 calendar days of receipt of the Union's position, the parties shall meet for the purpose of consulting on the issue. If the Employer's decision on the matter is not acceptable to the Union, the case will be submitted to AMC for resolution upon written request of the Union.

SECTION 3. When the employer approves local work situations for coverage under payable categories of Appendix A to Subpart E of 5 CFR Part 532, the Employer will notify the Union of the title and location of the position(s) and nature of the exposure. Upon written request by the Union within 15 calendar days of its receipt of notification of the Employer's approval of work situations for payment of environmental differential, the parties will meet for the purpose of consulting on the issue. [If after consultation the Employer's decision on the matter is not acceptable to the Union, the Employer will submit the case to AMC for review upon written request of the Union.

SECTION 4. When the Employer determines that a local work situation within the unit which is presently receiving the differential is such that it should be excluded from coverage under payable categories of Appendix A to Subpart E of 5 CFR Part 532, the Employer will notify the Union of the title and location of the position(s) and the justification for exclusion from coverage. Within 15 calendar days of receipt of the Employer's position, the parties will meet for the purpose of consulting on the issue. The Employer will take into consideration the Union's viewpoint before making its decision,

SECTION 5. When either party determines that there is a need to establish additional categories to Appendix A to Subpart E of S CFR Part 532, for which an environmental differential should be paid, it will notify the other party of the proposed changes and include information showing: (a) the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusually severe nature; (b) the degree to which the employee is exposed to the hazard, physical hardship, or working condition; (c) the period of time during which the exposure will continue to exist; (d) the degree to which control may be exercised over the physical hardship, hazard or working condition; and (e) the rate of environmental differential recommended to be established. Within 30 calendar days of receipt of the notification, the parties will meet for the purpose of discussing the proposal to establish the new category. If the parties cannot agree upon a joint request, each may submit an individual request through appropriate channels.

SECTION 6. All time limits in this Article may be extended by mutual consent.

SECTION 7. If resolution is not obtained to the satisfaction of the Union after following the procedures in the foregoing sections of this Article, the Union may refer the case to arbitration upon written notification to the Employer. Any such notice must be served within 20 working days following the receipt of the decision from the Employer.

## ARTICLE 23

### GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide a mutually acceptable method of settlement of grievances filed by bargaining unit employee(s), the union, or the employer.

SECTION 2. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the union concerning any matter relating to the employment of any employee; or
- c. By any employee, the union, or the employer concerning:
  - (1) The effect or interpretation or a claim of breach of a collective bargaining agreement.
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities.

- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for National Security reasons.
- (4) Any examination, certification, or appointment.
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Non-selection for promotion from a group of properly ranked and certified candidates.
- (7) Any complaints relating to the award or non-award of benefits under the Federal Employee Compensation Program.
- (8) Separation actions of any kind. This includes the separation of an employee during probationary period, during trial period, while serving on a temporary appointment, while serving a term appointment, or while serving as an annuitant.
- (9) Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of discretionary awards.
- (10) A proposed notice of an action which, if effected, would be covered under the grievance procedure or otherwise excluded under this Article.
- (11) Preliminary warnings except such preliminary warnings may be grieved when being utilized by the Employer to substantiate disciplinary action.

SECTION 3. The Employer and the Union recognize and endorse the importance of resolving grievances as expeditiously as possible, using procedures hereinafter outlined, and at the lowest possible levels of both the Employer and the Union.

SECTION 4. An employee is assured the right to present grievances in his/her own behalf and without representation. However, the Union is assured the right to be present during the formal grievance proceeding of such grievance cases.

SECTION 5. The Union is assured the right to present grievances in its own behalf, or in behalf of any employee in the Unit upon request by such employee.

SECTION 6. Grievability and Arbitrability.

Disputes as to whether a matter is grievable or arbitrable shall be referred to arbitration for a determination. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION 7. Grievance Steps.

Step 1. Any grievance shall first be taken up orally by the concerned employee or union representative with the immediate supervisor in an attempt to settle the matter.

Grievances must be presented within 15 calendar days from the date the employee or Union first became aware of the grievance. The union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local may have an observer present. The immediate supervisor shall make any necessary investigation and shall state his/her decision orally within two workdays of the discussion. If the employee is dissatisfied with the decision of the immediate supervisor, he/she may, within 2 workdays, follow this same procedure and time frames for each successive level of supervision up through branch chief, if required.

Step 2. If the grievance is not settled at Step 1, the employee or the Union may, within 3 working days, submit the matter in writing to the appropriate Second Step Official. Where the Division Chief was the first step official, the Second Step Official is the Director, who shall have 20 working days in which to render a decision. Where the Branch Chief was the first step official, the Second Step Official is the Division Chief, who shall have 5 working days in which to render a decision. The issues must be clearly identified. The Second Step Official will meet with the Union representative, the employee, and witnesses within 5 working days after receipt of the grievance. A written answer to the grievance will be provided to the steward.

Step 3. If the grievance is not settled at Step 2 and if the Second Step Official is a Division Chief, the employee or the Union representative may, within 5 working days of the 'second step decision, forward the grievance to the Director for further consideration. A written decision will be rendered and signed by the Director within 20 working days.

Step 4. If the grievance is not settled at Step 2, or if Step 3 applies and the grievance is not settled, the Union or the Employer will refer the matter to the Joint Dispute Resolution Committee pursuant to Appendix A-6.

Step 5. If the grievance is not satisfactorily settled at Step 4, the Union or the Employer may refer the matter to arbitration. All time limits in this article may be extended by mutual consent.

#### SECTION 8. Appeal and Grievance Options.

An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

SECTION 9. Failure on the part of the Employer to respond in compliance with the prescribed time limits will permit the employee or the Union to proceed to the next step, and may form the basis for a written grievance. Failure of the employee or the representative to observe the time limits provided for herein shall constitute a basis for denial of the grievance by the Employer. All time limits in this article may be extended by mutual consent. Such consent shall not be unreasonably withheld from either party and request for extension by either party will be for a reasonable period of time.

SECTION 10. A grievance file will be maintained for each case that goes beyond Step I. The file will contain the written complaint, the summary or transcript of discussions or proceedings, findings, or findings and recommendations, documentary evidence considered in resolving the grievance, and the written decision rendered. The completed case file shall be forwarded to the Civilian Personnel Office for filing upon completion.

SECTION 11. At any step of the grievance procedure, both parties shall have the right to call relevant witnesses. Witnesses who are employees of the Depot shall suffer no loss of pay or leave for the time spent in attendance at such hearings. Obtaining relevant who are not employees of the Depot will be the responsibility and at the expense of the party calling such witnesses.

SECTION 12. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances subject to the consent of the employees involved, one employee's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievances.

SECTION 13. At any formal step of this procedure, the Employer shall, upon request, produce payroll and other pertinent records for the purpose of substantiating the contentions or claims of the parties insofar as permissible without violating Government regulations.

SECTION 14. A grievance may be returned to the employee when the issues and corrective action desired are not clearly defined. A grievance so returned may be resubmitted within five workdays after receipt provided the specific nature of the grievance and the corrective action desired have been properly identified.

SECTION 15. If an employee who has filed a grievance resigns, dies, or is separated for any reason other than a related removal before decision is reached on a grievance being processed and no question of pay is involved, action will be stopped and all parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

SECTION 16. This article is designed to provide an ethical, orderly, and suitable means for resolving employee and Union complaints and grievances. Accordingly, the Union agrees that, when representing members of the bargaining unit, it will not take a complaint or grievance off the installation before an appropriate management official has been given an opportunity to resolve the problem.

SECTION 17. Employees will be informed by management of their rights and of the procedures to be followed in presenting grievances under this agreement.

SECTION 18. Grievances raised by employees or the Union may also involve a possible violation of Section 7116 of Title VII of the Act. In such cases the aggrieved party may elect to grieve under the procedures herein, or elect to file an unfair labor practice complaint, but not both.

## ARTICLE 24 ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance arising under Article 23, such grievance shall, upon written notice by the party requesting arbitration to the other part, be referred to arbitration. Arbitration of a grievance may be invoked only by the Employer or the Union and does not require the approval of the employee or employees involved. Written request for arbitration must be served within 20 working days following the conclusion of the last step of the grievance procedure.

SECTION 2. Within 10 working days after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation service to submit a list of arbitrators. The parties shall meet within 10 working days after the receipt of such list to select an arbitrator as follows: The Employer and the Union shall take turns striking one arbitrator's name from the list until only one name remains. The remaining name shall be the duly selected Either party sending advanced information to the arbitrator will furnish the other party a copy at the same time.

SECTION 3. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, it is, agreed that the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

SECTION 4. The arbitrators fee and the expenses of the arbitration shall be borne equally by the Employer and the Union.

SECTION 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

SECTION 6. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by appropriate authorities.

SECTION 7. Time limitations in this Article can be extended for unusual reasons if mutually agreed to by both parties.

SECTION 8. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 9. Arbitration hearings should be held on the premises of the employer at locations as determined by the employer. Such hearings shall be held within the employee's regular work week of Monday through Friday. During the time that employees would otherwise be in a duty status, the aggrieved employee(s), union representative(s), and witnesses will be granted official time, without loss of pay or charge to leave, for the purpose of presenting their case during the arbitration hearing. Any other witnesses for the opponent of the employer who are not

employees of the Depot will not be compensated by the Employer, nor travel of such persons be paid by the Employer.

SECTION 10. In the event either party declares a matter non-arbitrable, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

SECTION 11.- Reasonable attorney fees shall be awarded where required by 5 U.S.C. Sections 55960 and 7701(g).

## ARTICLE 25

### DURATION AND CHANGES TO AGREEMENT

SECTION 1. This agreement shall be subject to approval by the Defense Civilian Personnel Management Service, Field Advisory who shall approve the agreement within 30 calendar days from the date the agreement is executed if the agreement is in accordance with the provisions of Title VII of P.L. 95-454 and any other applicable law, rule, or regulation (unless an exception to the provision has been granted). If the Defense Civilian Personnel Management Service, Field Advisory Service, does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and shall be binding on the Employer and Union subject to the provisions of Title VII of P.L. 95-454. After approval by the Defense Civilian Personnel Management Service, Field Advisory Service, or the expiration of the above 30-day period, the agreement shall be signed by the President, Local 1945, AFGE, and the Commander, Anniston Army Depot. This Agreement shall become binding and effective on the earlier of either the date of approval by the Defense Civilian Personnel Management Service, Field Advisory Service, or the 31st day after execution of the agreement if it has been neither approved or disapproved by that date.

SECTION 2. This agreement shall be binding upon the Employer and the Union for a period of three years from the effective date of this agreement, and renewed for two year periods thereafter unless either party shall notify the other in writing not more than 105 nor less than 60 calendar days prior to such date or to any subsequent anniversary date of its desire to modify or terminate this agreement. The agreement shall terminate automatically, however, on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with P.L. 95-454.

### SECTION 3.

- a. When changes in existing laws or regulations promulgated outside the Department of the Army have the effect of negating or invalidating any portion of this agreement, a request for revision to adopt provisions which conform with the new or amended law, directive or regulation may be made by either party at any time. The nature of the desired revision and reasons, therefore, shall be given by the sponsoring party with a required response within 30 days by the other party.
- b. This agreement may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six months.

Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request, unless an extension of time is mutually agreed upon by both parties for unusual reasons. If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No change shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

- c. Approval and implementation of amendment(s) shall be as described in Section I above for the basic agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS

AGREEMENT THIS 23rd DAY OF OCTOBER, 1996  
POST AUDIT REVIEW AND APPROVAL OF AGREEMENT

This agreement has been changed to comply with the requirements set forth in memorandum dated 22 November 1996 from the Department of Defense Civilian Personnel Management Service, subject: Negotiated Agreement Between Anniston Army Depot and the American Federation of Government Employees, Local 1945. This agreement is therefore effective beginning 22 November 1996.

Signed this 30th day of December, 1996.

WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS

AGREEMENT THIS 23rd DAY OF OCTOBER, 1996  
Appendix A-1

#### OVERTIME AND HOLIDAY WORK

The parties, in an effort to avoid current and future disputes, hereby agree to the following interpretation of Article 7, Sections I and 9, as applied to overtime and holiday work:

- I. The Negotiated Agreement recognizes that need for overtime and holiday work is based on workload, but that when such a need is identified the procedures set forth in Article 7 must be followed. Article 7, Section I states;

"First consideration for overtime and holiday work will be given to employees currently assigned to the job.

Second consideration will be given to other employees who have the required skills to do the job. Overtime and holiday work will not be assigned as a reward or penalty, but solely in accordance with actual needs."

2. The primary event in determining who is "assigned" to a particular job (as related to overtime and holiday work) is timing of the approval for the overtime or holiday work.
  - a. In most cases, the employee permanently assigned to the job needed on overtime is approved is the employee who is "currently assigned to the job" unless that employee was detailed out.
  - b. A fill-in for an employee on leave, however, may not necessarily be "currently assigned" according to the Negotiated Agreement. Article 7, Section 9 addresses this situation.
3. The parties agree that the first sentence in Article 7, Section 9, shall be interpreted as set forth in this Memorandum.
  - a. In determining which employees receive first consideration, the words "employee currently assigned to the job" do not normally include employees who are on any type of leave for the entire workweek pursuant to the first 10 words of Article 7, Section 9. If an employee is on leave the entire week prior to the overtime worked on the following weekend, the employee currently temporarily assigned to the job (through loan, detail, or otherwise) will be given first consideration,
  - b. When an employee assigned to a position is on leave the first part of the week when overtime is approved but then returns, that employee (and not the person "loaned" or "detailed" in the employee's absence) is "currently assigned to the job" within the meaning of Article 7, Section 1. In the event overtime is required the first part of the same week while the same person is on leave, first consideration will be given to the person temporarily assigned (through loan, detail, or otherwise) to that job.
  - c. The term "notify" for the purpose of Article 7, Section 3, means when the overtime is official, approval is given by the sanctioning official, and the official approval is communicated to the employee.
  - d. Consistent with the above, if an employee currently assigned to the job takes approved leave after being notified of the requirement and agreeing to or being directed to work overtime, s/he will still be entitled to first consideration for overtime (Unless s/he timed the opportunity and was not directed to work).
4. The parties recognize that documentation may prevent further disagreement. In this regard, management will require each supervisor with bargaining employees to maintain a roster for overtime. The roster will include the employees' name, the date overtime was offered, and whether overtime was accepted, refused, or was directed. This roster shall be readily available for reasonable inspection by the Union.
5. This Appendix is not inconsistent with SDSAN-DPCA-CP memorandum dated 22 Oct 92, subject: Guidance Concerning Overtime and Paid Leave (except that references to "Article 11" are understood to mean "Article 7" in the existing Negotiated Agreement). This Appendix supplements that guidance, and the parties will use these documents in interpreting Article 7, Sections 1 and 9.

## Appendix A-2

### GUIDANCE FOR REQUESTING LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### Civilian Personnel

#### MEMO

9 August 1993, INFORMATION TO ALL EMPLOYEES PUBLISHED BY THE CIVILIAN PERSONNEL DIVISION

#### THE FAMILY AND MEDICAL LEAVE ACT (FMLA) OF 1993

The FMLA was enacted in Public Law 103-3, 5 February 1993, and became effective 5 August 1993. It provides covered Federal employees the entitlement to a total of 12 administrative workweeks of unpaid leave during any 12 month period for (a) the birth of a son or daughter and care of the newborn; (b) the placement of a child with the employee for adoption or foster care; (c) the care of the employee's spouse; son, daughter, or parent with a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position. The employee may continue health benefits while he or she is on leave and is entitled to be returned to the same position or to an equivalent position with equivalent benefits, pay status, and other terms and conditions of employment.

Covered employees include all employees paid from appropriated funds or nonappropriated funds. The FMLA does not apply to employees serving under an intermittent or temporary appointment with a time limitation of 1 year or less nor does it to a part-time employee who does not have an established regular tour of duty during the administrative workweek. In eligible employees must have completed at least 12 months of civilian service with the Federal government

A fact sheet, developed by the Office of Personnel Management, is printed on the reverse side of this memo. It provides a brief summary of employee entitlements and under the FMLA. Employees having any questions or needing additional information should contact the Management Employee Relations Branch, extension 6139.

SDSAN Form 366, 16 Feb 73

Federal Employee Entitlements under the FAMILY MEDICAL LEAVE OF 1993  
(effective August 5, 1993)

#### Entitlement.

Sections 6381 through 6387 of title 5, United States Code as added by Title of the Family and Medical Leave net: of 1993 (FMLA) (Public Law 103—3 February 5,

1993), provides covered Federal employees with entitlement to 12 workweeks of unpaid leave during a 12-month period for the following purposes;

the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or a serious health condition of the employee that renders the employee unable to perform the essential functions of his or her position,

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

## JOB BENEFITS AND PROTECTION

Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent" position with equivalent benefits, pay status, and other terms and condition of employment.

An Employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee may pay the employee share of the cost on a current basis or pay upon return to work.

The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable.

An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

This is a brief of your entitlements and responsibilities under the FMLA. Contact your agency personnel office for additional information.

Appendix A-3

## SECOND SHIFT BLOOD DONATION, 10 August 1995

MEMORANDUM FOR ALL EMPLOYEES

SUBJECT Blood Donations for 2<sup>nd</sup> Shift Employees

1. The American Red Cross has notified the depot that they will no longer be able to provide donations collection service during the second shift hours for those employees to donate blood during their quarterly visits. Therefore, in order to provide second shift employees an equal opportunity to participate in the blood drive donation program, they must do so during the first shift hours of operations for the bloodmobile.

2. This issue was recently addressed by the Labor-Management Partnership Council. The consensus decision reached was that all second shift employees should be advised that if they wish to participate in a particular bloodmobile visit, they should make a verbal request to their supervisor for a tour of duty change for that particular day in order to allow them to donate blood. If the workload allows, supervisors should accommodate these requests for a tour of duty change.

AFGE, Local 1945  
Depot Blood Coordinator

#### Appendix A-4

#### PERFORMANCE EVALUATION SYSTEM RATING CYCLE FOR BASE SYSTEM BARGAINING UNIT EMPLOYEES

1. Base System bargaining unit employees will be rated in a split cycle as follows:
  - a. Employees with last names beginning with the letters A through K will be evaluated on a rating cycle of 1 November through 31 October.
  - b. Employees with last names beginning with the letters L through Z will be evaluated on a rating cycle of 1 July through 30 June,
2. Management and the Union will periodically review this schedule to determine if it fulfills the purposes of the Performance Evaluation System. No change shall be effective, however, until the parties agree in writing to modify this Appendix.

## Appendix A-6

### ALTERNATE TO TRADITIONAL DISCIPLINE

1. The parties agree that in an effort to reduce conflict, increase employee accountability and involvement in the disciplinary process, and to minimize nonproductive administrative and official time, the parties will apply an Alternate to Traditional Discipline (ATD) approach as set forth herein. The parties acknowledge that this ATD program is identical to and will be administered the same as the ATD test approach implemented by memorandum signed 13 Apr 92 by the parties, except as modified herein.
2. In all disciplinary cases, the following ATD approach will be used:

GENERAL. The Alternate to Traditional Discipline (ATD) program is an optional, nontraditional approach to employee discipline which provides a variety of both punitive and nonpunitive remedial actions.

PROCEDURES. Under ATD, correcting improper behavior becomes a joint effort of both the supervisor and the employee being disciplined. The supervisor, employee, and, if a bargaining unit member is involved, the union, must initially agree with the alternate "penalty" being imposed. Depending on the seriousness of the offense, such penalties may include reduced suspensions without pay, incrementally served suspensions, attendance in the Alcohol and Drug Abuse Prevention and Control Program, financial restitution, or other mutually agreed upon corrective actions. All involved parties will sign a written agreement outlining the "penalties" which will be imposed, the specific penalty for any future misconduct which takes place within a specified time period, and a waiver of the employees and, where applicable, the union's grievance/appeal rights.

#### STEPS.

1. The supervisor learns of alleged employee misconduct and conducts preliminary fact-finding.
2. The supervisor and the Personnel Management Specialist jointly determine the appropriate charge; what penalty is appropriate under the Table of Penalties, and whether ATD is appropriate. ATD will be considered in every case, and it will be offered in every case not excluded from the Negotiated Grievance Procedure. Normally, if ATD is to be implemented, the facts or evidence of the matter are clear and the employee has admitted to the misconduct and is repentant/remorseful.
3. The supervisor, the Personnel Management Specialist, and, if a bargaining unit member is involved, a union representative, will meet with the employee involved to discuss various options available to the supervisor. The employee provides input to the supervisor on any factors which should be considered.

4. The ATD agreement is drafted containing a description of the misconduct, normal penalties withheld, actual "penalties" imposed, employee's promise of proper future behavior, and waiver of appeal grievance rights. Nothing in this Appendix requires the union to sign any agreement which provides for waiver of its right of appeal or grievance. Where the union signs an agreement to waive appeal/grievance rights, however, that agreement will be enforceable unless the written agreement explicitly sets forth an exception to the waiver language, and any matter not so explicitly excepted will be considered waived.
5. The employee, the supervisor, the Personnel Management Specialist, and the union (if applicable) sign the agreement.
6. The agreement is placed in the employees Official Personnel Folder consistent with the terms of the ATD agreement.
7. Where personnel actions are included in the agreement, appropriate Notices of Personnel Action, SF-50s, are prepared.

EFFECTIVE DATE. This ATD program will be effective for the duration of the parties' current Negotiated Agreement. Either party may suggest changes to the ATD program, and the parties will seriously consider improvements in the program. No change shall be effective, however, unless Appendix is explicitly modified in writing.

## Appendix A-6

### JOINT DISPUTE RESOLUTION PROGRAM

1. Introduction. Anniston Army Depot (ANAD) and Local 1945, AFGE (AFGE), are committed to encouraging efforts to resolve and/or prevent disputes. In order for this to be accomplished, this Joint Dispute Resolution Program must have official agency support at the highest level. We are committed to assessing our current relationship and processes. We have jointly developed the framework as outlined below and will devote as much education as is required to ensure that stewards, employees, and managers will be able to resolve and/or prevent their own disputes, without outside assistance, such as this committee. In order to ensure our success, we will revise and/or reevaluate this program every six months to ensure that the parties are satisfied with the process, results, time spent, and number of grievances resolved.
2. Objectives.
  - a. To resolve disputes outside the traditional litigation process,
  - b. To avoid more costly protracted adversarial methods.
  - c. To resolve disputes in a timely, creative manner, with a sensitivity to the long term relationship.
  - d. To not only render decisions/recommendations, but to educate as well.
3. Scope.
  - a. The Joint Dispute Resolution (JDR) Committee will be comprised of two union officials and two management officials. The committee will be co-chaired by one representative from both the union and management. The union and management will appoint their co-chair and committee members as requests for this committee are received. The committee will then appoint a person to take minutes. In order to meet, there must be a quorum of at least two. One from the union and one from management must be there at all times.
  - b. The committee will determine if a grievance will be handled by the committee or returned to the parties for traditional negotiated grievance procedures. The committee may determine that a grievance is inappropriate for the committee to handle for a number of reasons, i.e., both management and the union are entrenched in their positions, the issue is complex and would involve in-depth analysis and research, etc. In the event the committee makes this determination, the grievance will be returned to the negotiated grievance procedures, i.e., arbitration as set forth in Article 25, Section 7, Step 5. In any situation where management and/or union representatives are directly involved in the grievance, these individuals will be temporarily excused from serving on the committee for that particular case.
4. Procedures.

- a. The negotiated grievance procedure will be followed. If the decision rendered by the director is unacceptable to the Union, the Union may submit the grievance to the JDR Committee within 5 days of that decision by contacting the Labor Relations Office.
- b. All grievances that are accepted by the committee will be handled as follows:
  - (1) Formal Disciplinary Actions. The committee will render a recommendation, in for acceptance/rejection by the director within ten (10) working days. Neither the Union nor management will be required to accept the committee's recommendation. If both management and the union accept the recommendation, this becomes the final step of the grievance procedure. If either management or the union rejects the recommendation, the grievance may proceed to the next step of the negotiated grievance procedure within 20 working days after the rejection as set forth in Article 25.
  - (2) All other grievances. The committee will render a binding decision within ten (10) workdays. The committee will also verbally explain the decision, if requested by either the union or management. This is the final step of the grievance.
- c. The committee shall meet as often as needed.
5. Supplementation, This Program document may not be supplemented unless specifically requested by the parties and reduced to writing.